

00-2377-A

ALADVERSARY

PLAINTIFF: Harvey's Resort Hotel And

DEBTOR: Quan Cam Duong

DEFENDANT: Quan Cam Duong

JUDGE: Hon. D. Russell

FILED 07/14/00 - 11:41 AM

CLERK, U.S. BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

RECEIPT NO: 2-0-014387 \$150

R. JOHN YOUNGS (SBN 106694)  
P.O. Box 567  
Placerville, CA 95667  
Telephone: 530-622-7342

Attorney for Plaintiff

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA

In re:

QUAN CAM DUONG,

Debtor.

HARVEY'S RESORT HOTEL & CASINO,

Plaintiff,

v.

QUAN CAM DUONG,

Defendant.

CHAPTER 7 PROCEEDING

CASE NO.: 00-24282-A-7

ADVERSARY NUMBER:

COMPLAINT TO DETERMINE  
DISCHARGEABILITY OF DEBT

HARVEY'S RESORT HOTEL & CASINO, (hereinafter "plaintiff") respectfully  
represents and complains as follows:

1. This adversary proceeding is being brought in connection with the case of QUAN  
CAM DUONG (hereinafter "defendant") under Chapter 7 of Title 11, Case No. 00-24282-  
A-7 now pending in this Court. This Court has jurisdiction over this adversary proceeding  
pursuant to 28 U.S.C. Sections 157, 1334 and 11 U.S.C. Section 523(a). This is a core  
proceeding under 28 U.S.C. Section 157(b).

2. Plaintiff is a creditor of the defendant and is the payee or holder of four (4) credit  
instruments (hereinafter "credit instruments") dated October 23, 1999 and October 24, 1999,  
each executed by the defendant and payable for the aggregate amount of \$7,500.00. Of this  
aggregate amount defendant has only paid \$10.00. Copies of the credit instruments are  
attached marked collectively as Exhibit 1 and made a part hereof.

3. On or about October 23, 1999 and October 24, 1999 by the use of false pretenses,

1 false representations or actual fraud contrary to the provisions of Section 523(a)(2)(A) of the  
2 Bankruptcy Code and/or by the use, negotiation and tendering of the credit instruments to  
3 plaintiff contrary to the provisions of Section 523(a)(2)(B) of the Bankruptcy Code defendant  
4 induced plaintiff to provide defendant with the cash, its equivalent and/or goods and/or  
5 services requested by the defendant to the agreed value of \$7,500.00.

6 4. Each of the credit instruments prominently contains identical written statements  
7 representing that, "For value received, I represent that the above amount is on deposit in said  
8 bank and is hereby assigned to Payee. I guarantee payment to Payee upon presentment and  
9 I agree to pay all costs of collection including attorney's fees..."

10 5. Defendant's verbal statements to plaintiff that plaintiff would be paid \$7,500.00  
11 on the dates that defendant executed the credit instruments and the four (4) written  
12 statements contained in the credit instruments were all materially false in that each of the  
13 credit instruments was dishonored and remains unpaid by defendant's bank for the stated  
14 reason endorsed thereon by defendant's bank, namely, "NSF".

15 6. Plaintiff reasonably relied on the accuracy of the defendant's aforesaid oral and  
16 written statements at the time it provided the defendant with the requested cash, its  
17 equivalent and/or goods and/or services for the aggregate value of \$7,500.00.

18 7. At the time the defendant made his verbal statements and tendered the credit  
19 instruments to plaintiff and published each written statement contained therein he knew the  
20 same to be false and fraudulent but nevertheless made and published the same with the intent  
21 to deceive the plaintiff.

22 8. Plaintiff has fully complied with the provisions of both California Civil Code  
23 Section 1719 and Nevada Revised Statutes Section 41.620 and is consequently entitled to  
24 damages of not less than \$100 per credit instrument, in addition to the face amounts of the  
25 dishonored credit instruments.

26 9. Plaintiff has performed all acts, covenants and conditions to be performed on its  
27 part under the terms of the credit instruments.

28 10. As a direct and proximate result of the defendant's use of false pretenses, false

1 representations or actual fraud contrary to the provisions of Section 523(a)(2)(A) of the  
2 Bankruptcy Code and/or using, negotiating and tendering the credit instruments to plaintiff  
3 contrary to the provisions of Section 523(a)(2)(B) of the Bankruptcy Code and breach of the  
4 terms of the credit instruments, plaintiff has been damaged in the aggregate sum of  
5 \$7,490.00 [being the aggregate amount of the four (4) credit instruments less the amount  
6 paid of \$10.00], plus damages pursuant to California Civil Procedure Section 1719 or  
7 Nevada Revised Statutes Section 41.620, attorney's fees, costs and interest thereon at the  
8 rate of 10% per annum from October 24, 1999.

9 WHEREFORE, plaintiff prays for Relief and Judgment as follows:

10 1. That the Court determine that the debts owed by the defendant to the plaintiff are  
11 non-dischargeable under either Section 523(a)(2)(A) or Section 523(a)(2)(B) of the  
12 Bankruptcy Code.

13 2. That the Court determine the remaining issues and render judgment in favor of the  
14 plaintiff for the sum of \$7,490.00, damages pursuant to California Code of Civil Procedure  
15 Section 1719 of \$6,000 or Nevada Revised Statutes Section 41.620 of \$2,000, attorney's  
16 fees, costs and interest at the rate of 10% per annum from October 24, 1999.

17 3. For such other and further relief as the Court may deem just and proper.  
18  
19

20 Dated: 7/12, 2000

21   
22 R. JOHN YOUNGS, Attorney for Plaintiff  
23 HARVEY'S RESORT HOTEL & CASINO  
24  
25  
26  
27  
28

# EXHIBIT 1

12) A5865756  
C.T. 24160  
BANK NAME GOLDEN 1 C/U  
BRANCH 204277  
CITY/STATE SACRAMENTO, CA 95828

MARKER CHECK # 99031676

ABA NO. 321175261  
ACCOUNT NO. 0001981035  
DATE 10-24-99  
TIME 13:08

CA

204277

99031676

7-002

PAY TO THE ORDER OF - - - CASH - - -

887011

\$ \*\*\*2000.00  
U.S. FUNDS

THREE THOUSAND DOLLARS DOLLARS

NAME QUAN DUONG  
ADDRESS 8119 HAYSTACK DR  
CITY/STATE SACRAMENTO CA

For value received, I represent that the above amount is on deposit in said bank and is hereby assigned to payee. I guarantee payment to payee upon presentment and I agree to pay all costs of collection, including attorney's fees. In the event of a lawsuit arising out of this instrument, I agree that venue will be in Douglas County, Nevada.

*Quang*  
SIGNATURE

⑆321175261⑆

0001981035⑆

⑆0000300000⑆

BANK NAME GOLDEN 1 C/U  
BRANCH 204277  
CITY/STATE SACRAMENTO, CA 95828

MARKER CHECK # 99031602  
ABA NO. 321175261  
ACCOUNT NO. 0001981035  
DATE 10-23-99  
TIME 20:46

PAY TO THE ORDER OF - - - CASH - - - 887011

99031602

7-005

\$ \*\*\*2000.00  
U.S. FUNDS

TWO THOUSAND DOLLARS DOLLARS

NAME QUAN DUONG  
ADDRESS 8119 HAYSTACK DR  
CITY/STATE SACRAMENTO CA

For value received, I represent that the above amount is on deposit in said bank and is hereby assigned to payee. I guarantee payment to payee upon presentment and I agree to pay all costs of collection, including attorney's fees. In the event of a lawsuit arising out of this instrument, I agree that venue will be in Douglas County, Nevada.

*Quang*  
SIGNATURE

⑆321175261⑆

0001981035⑆

⑆0000200000⑆

BANK NAME GOLDEN 1 C/U  
BRANCH 204277  
CITY/STATE SACRAMENTO, CA 95828

MARKER CHECK # 99031711  
ABA NO. 321175261  
ACCOUNT NO. 0001981035  
DATE 10-24-99  
TIME 19:17

PAY TO THE ORDER OF - - - CASH - - - 887011

99031711

7-001

\$ \*\*\*\*500.00  
U.S. FUNDS

FIVE HUNDRED DOLLARS DOLLARS

NAME QUAN DUONG  
ADDRESS 8119 HAYSTACK DR  
CITY/STATE SACRAMENTO CA

For value received, I represent that the above amount is on deposit in said bank and is hereby assigned to payee. I guarantee payment to payee upon presentment and I agree to pay all costs of collection, including attorney's fees. In the event of a lawsuit arising out of this instrument, I agree that venue will be in Douglas County, Nevada.

*Quang*  
SIGNATURE

BANK NAME GOLDEN 1 C/U  
BRANCH \_\_\_\_\_  
CITY/STATE SACRAMENTO, CA 95828

*WOK  
7/10/99*

ABA NO. 321175261 107  
ACCOUNT NO. 0001981035  
DATE 10-24-99  
TIME 17:15

204277

99031700

7-002

PAY TO THE ORDER OF - - - CASH - - -

\$ 2,000.00  
U.S. FUNDS

TWO THOUSAND DOLLARS DOLLARS

NAME QUAN DUONG  
ADDRESS 8119 HAYSTACK DR  
CITY/STATE SACRAMENTO CA

For value received, I represent that the above amount is on deposit in said bank and is hereby assigned to payee.  
I guarantee payment to payee upon presentation and I agree to pay all costs of collection including attorney's fees  
in the event of a default arising out of this instrument. I agree that venue will be in Douglas County, Nevada.

*[Signature]*  
SIGNATURE

⑆321175261⑆

0001981035⑆

⑆0000200000⑆